

THE CUBE S. DROKE
and THELMA S. DROKE
JOINT REVOCABLE LIVING TRUST

MAY 3 4 52 PM '02

SECTION A

THIS TRUST AGREEMENT, made this 15th APRIL 1993, by and between CUBE S. DROKE and THELMA S. DROKE, of the County of Dunklin, State of Missouri, hereinafter referred to as "Settlors," and CUBE S. DROKE and THELMA S. DROKE, hereinafter referred to as "Trustees."

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DAVID S. CH. CLK.

INTENT IN CREATION OF TRUST: It is the intent of the Settlers that all property subject to this trust during the joint lives of the Settlers shall be beneficially equally owned as between the Settlers. It is understood that the accomplishment of this intent is possible by the use of this joint trust and particularly the Federal Gift Tax exemption for inter-spousal transfers. Therefore, regardless of which Settlor initially acquired any property subjected to this trust or who furnished any or all of the consideration therefor, such Settlor shall by contribution of any such property to the trust make an immediate gift thereof of any interest in such property to the other Settlor-spouse to the extent necessary so that at all times all property owned beneficially by the Settlers during their joint lives shall be equal. It is further the specific intent of this provision that upon the death of the first of the Settlers to die such deceased Settlor's beneficial interest in the trust shall be exactly equal to that of the survivor.

ITEM ONE

INITIAL PRINCIPAL AND ADDITIONS: The Settlers declare that the Trustees hold property described on Exhibit A in trust for the uses, purposes and benefits set out in Section B of this trust agreement and further authorize the Trustees, and the successor or successors, as Trustees, to accept additional property by way of transfer into this trust. Settlers may from time to time, in addition to transferring property to this trust, further declare other property subject to this trust to be administered as provided in this instrument.

ITEM TWO

POWERS AND DISCRETIONS OF TRUSTEES: The Trustees shall serve without bond and shall possess all powers and discretion contained in the provisions of Missouri law (particularly as provided in Sections 456.500 through 456.600 RSMo. 1983 as amended) and in addition, shall possess the power and discretion (regardless of whether the following enumerated powers and

discretions are cumulative to those provided for in the Missouri Law):

A. To retain for any period of time any property received or acquired without adherence to any statute or rule of law requiring diversification or otherwise regulating investments by fiduciaries and without liability for depreciation or loss;

B. To invest and reinvest from time to time in any kind of property, real or personal, domestic or foreign, including, but not limited to, common and preferred stocks; stock options and warrants; bonds (including, but not limited to, bonds redeemable at par value in payment of federal estate taxes); debentures; mortgages and notes; limited partnerships; and any other interest or investment medium;

C. To participate in or oppose any plan of reorganization, combination, consolidation, merger, dissolution or similar plan; to deposit or withdraw securities under any such plan and to accept and retain substituted securities;

D. To construct, repair, improve, alter, demolish and renew buildings and other structures and improvements; to plan, develop, maintain, improve, donate and abandon real property; to grant easements; to establish and maintain reserves for expenses, depreciation or depletion and discharge of indebtednesses encumbering property;

E. To receive, acquire and retain title, fire, liability, casualty and other insurance on or in connection with any property; to pay packing, storage and shipping expenses, for and related insurance premiums on, any property;

F. To deposit trust funds in a bank, savings and loan association, credit union or any other financial institution regulated either by the United States Government or a state of the United States;

G. To transfer to principal from time to time income accumulated in any trust from which all income is not required to be distributed periodically;

H. To make distributions in cash, in kind at fair market values current at dates of distribution or partly in each without any requirement that each item be distributed ratably;

I. To exchange property with, borrow and purchase property from and loan and sell property to:

(1) The estate of either Settlor;

(2) Any trust established under this Instrument;

(3) Any other estate or trust, whether or not the Settlor's personal representative or trustee is the fiduciary of such other estate or trust;

J. To comingle property of the separate trusts maintained under this instrument and to administer such comingled property as an undivided interest; to resegment such property and administer it separately;

K. To accept additions to any trust created hereunder by will or otherwise from any person.

ITEM THREE

APPOINTMENT OF SUCCESSOR TRUSTEE: Upon the resignation, death, or incapacity of either of the Settlor-Trustees, the other Settlor-Trustee shall become sole Trustee of all trusts created hereunder.

Upon resignation, death or incapacity of the sole Trustee acting pursuant to the prior paragraph, Settlers' children, BARBARA D. BERRY and JOE F. DROKE, or the survivor thereof if one is unable to act for any reason, shall become successor Trustees of all trusts created hereunder.

RESIGNATION OF TRUSTEE: The resignation of any Trustee shall be evidenced by written declaration to that effect delivered to a successor Trustee.

INCAPACITY OF TRUSTEE: The incapacity of any Trustee to serve hereunder shall be evidenced by a medical certificate to that effect from a licensed physician delivered to a successor Trustee.

POWERS OF SUCCESSOR: Any successor Trustee acting hereunder shall have all of the powers, duties and responsibilities of the original Trustee.

NO DUTY TO AUDIT: No successor Trustee hereunder shall have any duty or responsibility to audit or review the actions or accountings of a predecessor Trustee, such successor being expressly relieved from any and all liability or responsibility for the actions or failure to act of any predecessor.

ITEM FOUR

REVOCABILITY OF THE TRUST: During the continuance of the joint trust created hereunder, the Settlers, acting jointly, may revoke the trust in its entirety or in regard to any property and may further amend or modify any terms of the trust by their

joint action. On and after the death of the first of the Settlers to die, this right of revocation or amendment or modification shall relate only to the beneficial interest of the trust to be known as the Marital Trust.

ITEM FIVE

This Section A of the trust agreement is prepared separately and distinctly from the dispositive provisions of the trust in order to provide an exhibit for any properly interested party as to the powers of the Trustee to hold legal title to trust assets and to deal with them the same as an individual might deal with his or her individual property. The dispositive portion of the trust instrument has been prepared separately as Section B of the trust agreement and executed by the parties hereto the same day as this Section A in an effort to maintain the highest degree of confidentiality available to a Settlor of a trust under Missouri law. This counterpart of the trust agreement is executed separately to reflect the execution thereof by CUBE S. DROKE and THELMA S. DROKE, as Settlers-Trustees.

IN WITNESS WHEREOF, CUBE S. DROKE and THELMA S. DROKE, as Settlers-Trustees, have executed this instrument as of the day and year first above written.

Cube S. Droke
CUBE S. DROKE

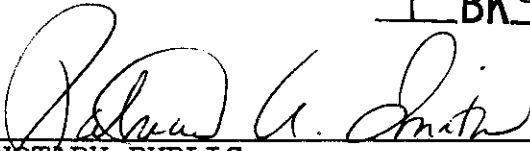
Thelma S. Droke
THELMA S. DROKE

Settlers-Trustees

STATE OF MISSOURI)
) ss.
COUNTY OF DUNKLIN)

On this 15th day of April, 1993, before me, a Notary Public, personally appeared CUBE S. DROKE and THELMA S. DROKE, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kennett, Missouri, the day and year last above written.



NOTARY PUBLIC

My Commission expires: 10-16-94.

**PATRICIA A. SMITH, Notary Public
State of Missouri
Commissioned in Dunklin County**



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